



CT Corporation

**Service of Process
Transmittal**

11/29/2021

CT Log Number 540655101

TO: Lindsay Cook
Nucor Corporation
1915 REXFORD RD STE 400
CHARLOTTE, NC 28211-3888

RE: Process Served in Texas

FOR: NUCOR CORPORATION (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: STEEL STATION, LLC, vs. NUCOR CORPORATION

DOCUMENT(S) SERVED: --

COURT/AGENCY: None Specified
Case # DCC202100599

ON WHOM PROCESS WAS SERVED: C T Corporation System, Dallas, TX

DATE AND HOUR OF SERVICE: By Process Server on 11/29/2021 at 02:34

JURISDICTION SERVED : Texas

APPEARANCE OR ANSWER DUE: None Specified

ATTORNEY(S) / SENDER(S): None Specified

ACTION ITEMS: CT will retain the current log

Image SOP

Email Notification, Douglas Wilner doug.wilner@nucor.com

Email Notification, Renee Miller renee.miller@nucor.com

Email Notification, Sarah Coble sarah.coble@nucor.com

Email Notification, Lindsay Cook lindsay.cook@nucor.com

Email Notification, Tiffany Clark tiffany.clark@djj.com

Email Notification, Chris Bedell chris.bedell@djj.com

REGISTERED AGENT ADDRESS: C T Corporation System
1999 Bryan Street
Suite 900
Dallas, TX 75201
866-665-5799
SouthTeam2@wolterskluwer.com

The information contained in this Transmittal is provided by CT for quick reference only. It does not constitute a legal opinion, and should not otherwise be relied on, as to the nature of action, the amount of damages, the answer date, or any other information contained in the included documents. The recipient(s) of this form is responsible for reviewing and interpreting the included documents and taking appropriate action, including consulting with its legal and other



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advisors as necessary. CT disclaims all liability for the information contained in this form, including for any omissions or inaccuracies that may be contained therein.



PROCESS SERVER DELIVERY DETAILS

Date: Mon, Nov 29, 2021

Server Name: Andy Barberena

Entity Served	NUCOR CORPORATION
Case Number	DC-C202100599
Jurisdiction	TX



State of Texas

413TH DISTRICT COURT

JOHNSON COUNTY, TEXAS

DISTRICT CLERK

ATTORNEY FOR PLAINTIFF(S)

DAVID R. LLOYD
GUINN JUSTICE CENTER
P.O. BOX 495
CLEBURNE, TEXAS 76033

JOE D. TOLBERT
100 MAIN STREET
FORT WORTH, TEXAS 76102-3090

C I T A T I O N - C I V I L

(PLAINTIFF'S ORIGINAL PETITION)
CAUSE NO. DC-C202100599

NOTICE TO DEFENDANT:

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY. IF YOU OR YOUR ATTORNEY DO NOT FILE A WRITTEN ANSWER WITH THE CLERK WHO ISSUED THIS CITATION BY 10:00 A.M. ON THE MONDAY NEXT FOLLOWING THE EXPIRATION OF TWENTY DAYS AFTER YOU WERE SERVED THIS CITATION AND PETITION, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. IN ADDITION TO FILING A WRITTEN ANSWER WITH THE CLERK, YOU MAY BE REQUIRED TO MAKE INITIAL DISCLOSURES TO THE OTHER PARTIES OF THIS SUIT. THESE DISCLOSURES GENERALLY MUST BE MADE NO LATER THAN 30 DAYS AFTER YOU FILE YOUR ANSWER WITH THE CLERK. FIND OUT MORE AT TEXASLAWHELP.ORG.

TO: **NUCOR CORPORATION**
REGISTERED AGENT, CT CORPORATION SYSTEM
1999 BRYAN STREET
SUITE 900
DALLAS, TEXAS 75201

DEFENDANT - GREETINGS:

You are hereby commanded to appear by filing a written answer to the plaintiff's
O R I G I N A L
petition by 10:00 a.m. of the Monday next following the expiration of twenty (20) days after the service date of this citation and petition before the Honorable **413TH DISTRICT COURT** of Johnson County, Cleburne, Texas.

Said **O R I G I N A L** petition was filed in said court on the **24TH DAY OF NOVEMBER, 2021**, in this cause numbered **DC-C202100599**, on the docket of said court, and styled:

STEEL STATION, LLC VS. NUCOR CORPORATION

The nature of this demand is fully shown by a true and correct copy of the petition accompanying this citation and made a part hereof.

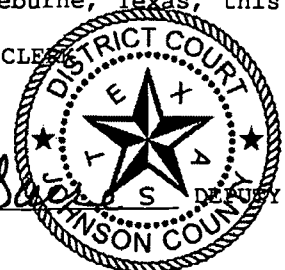
The officer executing this writ shall promptly serve the same according to the requirements of law, and mandates thereof, and make due return as the law directs.

Issued and given under my hand and seal of said Court at office in Cleburne, Texas, this **24TH DAY OF NOVEMBER, 2021**.

DAVID R. LLOYD - DISTRICT CLERK
413TH DISTRICT COURT
JOHNSON COUNTY, TEXAS

BY

Brenda McSae



OFFICER'S / AUTHORIZED PERSON'S RETURN

CAUSE NO. DC-C202100599

Came to hand the _____ day of _____, _____, at _____ o'clock ____m., and executed in _____ County, Texas, on the _____ day of _____, _____, at _____ o'clock ____m., by delivering to the within-named _____, in person, a true copy of this citation, with an accompanying copy of the petition, having first attached such copy of petition to such copy of citation and endorsed on such copy of citation the date of delivery.

FEES:

Serving Writ: \$ _____

Sher./Const./Auth. Person

County, Texas

By _____ Deputy

SUBSCRIBED AND SWORN TO by _____, before me, the undersigned authority, this _____ day of _____, _____.

Notary Public (State of Texas)

Notary Public (Printed Name)

Commission Expiration: _____

CAUSE NO. _____

STEEL STATION, LLC,	§	IN THE DISTRICT COURT
	§	
PLAINTIFF	§	
	§	
VS.	§	_____ JUDICIAL DISTRICT
	§	
NUCOR CORPORATION	§	
	§	
DEFENDANTS	§	JOHNSON COUNTY, TEXAS

PLAINTIFF'S ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, STEEL STATION, LLC ("Plaintiff"), by and through its Attorney of Record, files this, its Original Petition complaining of NUCOR CORPORATION ("Defendant") and would show unto the court as follows:

I.
DISCOVERY LEVEL

1. Pursuant to Texas Rule of Civil Procedure 190.3, Plaintiff requests that discovery be conducted under Discovery Control Plan Level 2.

II.
PARTIES

2. Plaintiff is a Texas limited liability company and is authorized to do business in the state of Texas, with its primary office located in Johnson County, Texas.

3. Defendant Nucor Corporation is a Delaware corporation doing business in the state of Texas. Nucor may be served with citation and process through its registered agent, CT Corporation System, located at 1999 Bryan St., Ste. 900, Dallas, TX 75201. Citation issuance is requested at this time.

III.
JURISDICTION

4. The Court has jurisdiction over this cause of action because it is within the jurisdictional limits of the court. According to Texas Rule of Civil Procedure 47, Plaintiff affirmatively pleads that it seeks monetary relief over \$250,000.00 but not more than \$1,000,000.00. See TEX. R. CIV. P. 47(c)(3).

5. This Court has personal jurisdiction over the Defendant, because the Defendant is engaged in business in the state of Texas. Furthermore, the Court also has personal jurisdiction over Defendant because Defendant purposefully availed itself of the privileges and benefits of conducting business in Texas by conducting actions in its business operations in Texas from which Plaintiff's cause of action arises.

IV.
VENUE

6. Venue is proper in Johnson County, Texas pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code in that Johnson County is "the county in which all or a substantial part of the events or omissions giving rise to the claim occurred." TEX. CIV. PRAC. & REM. CODE § 15.002(1). Additionally, Plaintiff's claim includes a cause of action for the recovery of damages to real property, and the real property is in Johnson County, Texas. TEX. CIV. PRAC. & REM. CODE § 15.011. For the reasons asserted above, venue is proper in Johnson County, Texas.

V.
FACTUAL BACKGROUND

7. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

8. Plaintiff has the lawful right to possess real property located at 4528 South I 35W Alvarado, Johnson County, Texas (the "Property").

9. On November 26, 2019, Plaintiff and Defendant entered into a certain Processing Agreement (hereinafter referred to as "Agreement") where Defendant was to deliver Processing Equipment (hereinafter referred to as "Equipment") to the Property. The Equipment was delivered to Plaintiff on or about November 26, 2019.

10. The initial term of the Agreement was set to expire on December 31, 2021, with an automatic renewal unless either side provided a notice of termination. Plaintiff agreed to operate and maintain the Equipment, including providing insurance on the Equipment for the term of the Agreement. On February 11, 2021, Nucor terminated the Agreement for convenience and per its terms the Agreement continued in force and effect until May 12, 2021.

11. Following the termination of the Agreement on May 12, 2021, Plaintiff's duty to maintain and operate the Equipment terminated. Upon the termination of the Agreement, Plaintiff revoked its consent to maintain and store the Equipment that Defendant intentionally and voluntarily left at the Property. Plaintiff has since made multiple demands for Defendant to remove the Equipment; however, Defendant continues to intentionally leave the Equipment at the Property.

VI.

CAUSE OF ACTION

A. Trespass to Real Property

12. Plaintiff incorporates by reference all the allegations contained in the foregoing paragraphs as if fully set forth herein.

13. Plaintiff, the lawful possessor of the Property, agreed to operate and maintain the Equipment for the term of the Agreement. On or about May 12, 2021, the Agreement relating to the Equipment terminated, also terminating Plaintiff's obligations to operate, maintain and store the Equipment.

14. Upon the termination of the Agreement, Plaintiff revoked its consent to maintain, store and operate the Equipment. Beginning on or about May 13, 2021, Defendant and its agents intentionally and voluntarily caused the Equipment to enter onto Plaintiff's property without Plaintiff's permission.

15. Each day the Equipment remains on the Property, Plaintiff is forced to incur additional costs associated with storing and maintaining the Equipment. Plaintiff has since made multiple demands for Defendant to remove the Equipment from the Property. To date, Defendant has refused and continues to refuse to remove the Equipment from the Property.

16. As a result of Defendant's continuing trespass, Plaintiff was and continues to be damaged and is seeking recovery for its incurred costs associated with additional insurance on the Equipment, rental value for the storage of the Equipment, and other costs associated with maintaining the Equipment.

VII. **DAMAGES**

17. Plaintiff incorporates by reference all of the allegations contained in the foregoing paragraphs as if fully set forth herein.

18. As a result of the wrongful acts of Defendant, as alleged above, Plaintiff has suffered injuries and actual damages in a sum that is within the jurisdictional limits of this Court. Plaintiff seeks to recover all such actual damages from Defendant occasioned by the wrongful acts and/or omissions of Defendant.

VIII. **CONDITIONS PRECEDENT**

19. All conditions precedent to Plaintiff's right to the relief sought herein have been performed, have occurred or have been waived.

IX.
PRAYER

For the reasons stated, Plaintiff Steel Station, LLC prays that Defendant Nucor Corporation be cited to appear and answer herein, and that on final hearing Plaintiff be awarded:

- a) Judgment against Defendant for actual damages;
- b) Pre-judgment interest at the highest rate allowed by law;
- c) Costs or Court;
- d) Post-judgment interest at the highest rate allowed by law; and
- e) Such other and further relief to which Plaintiff may show itself justly entitled.

Respectfully submitted,

/s/Joe D. Tolbert

Joe D. Tolbert
State Bar No. 20105502
Reed Loftis
State Bar No. 24109482

BRACKETT & ELLIS, P.C.

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Fort Worth, Texas 76102
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ATTORNEY FOR PLAINTIFF